

## Terms & Condition of Use

**YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS OF USE BEFORE USING THE myMD APP. BY CREATING AN ACCOUNT AND USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT LOG ON OR USE THE myMD APP.**

By continuing to use the Services, You agree as follows:

- Any information that We collect through Your use of the Services is subject to the myMD Privacy Policy, which is part of these Terms of Use;
- You are at least 18 years old or have been legally emancipated;
- You understand and intend that this Terms of Use document is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Services in a manner consistent with applicable laws and regulations and these Terms of Use, as they may be amended by from time to time; and
- You understand, accept, and have received these Terms, and acknowledge and demonstrate that You can access these Terms at any time at your Documents and the Privacy Policy at any time at your Documents.

**IF YOU DO NOT AGREE WITH AND ACCEPT THESE TERMS, DO NOT LOG INTO THE APP AND IMMEDIATELY DELETE ALL FILES, IF ANY, ASSOCIATED WITH THE ACCOMPANYING SERVICES AND MATERIALS FROM YOUR COMPUTER OR MOBILE DEVICE.**

**ARBITRATION NOTICE:** EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND myMD WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BY CONTINUING TO USE THE APPLICATION, AND UNLESS YOU OPT-OUT, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT-OUT OF THE ARBITRATION AGREEMENT BY CONTACTING [SUPPORT@myMD.CARE](mailto:SUPPORT@myMD.CARE) WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

# TERMS OF USE

VERSION VALID AS OF NOVEMBER 2020 (VERSION 1)

Thank you for choosing the myMD App, owned and operated by myMD dba myMD.care (“myMD”, “We”, “Us”, “Our”), to virtually connect you to a healthcare practitioner who will provide you with clinical care. Please note, **these Terms of Use (the “Terms”) constitute a binding agreement between you (“You” or “Your”) and myMD.** These Terms govern Your use of the myMD application (the “Application” or “App”) and the services available through App (collectively, the “Services”). By using or continuing to use the Services, You indicate that You have read, understand, and agree to these Terms and the myMD Privacy Policy. All capitalized terms not defined in these Terms are defined in the Privacy Policy.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE SERVICES.

## WHAT IS myMD dba myMD.care?

### Section 1

The myMD Services allow You to remotely connect to a healthcare provider in order to receive clinical care from such healthcare provider via the App. You may access and use the Services only in accordance with these Terms, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as the myMD Privacy Policy.

### **We do NOT provide medical advice**

myMD provides the Services as a software platform only. THE SERVICES DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. myMD is not a medical professional, and myMD does not provide medical services or render medical advice. If You have questions regarding the medical advice you receive from a healthcare professional through the App, You should directly contact that healthcare professional.

We provide You with connection to third party healthcare providers that may provide You with medical advice (See Privacy Policy for details), but Your use of those third parties is not governed by these Terms or the myMD Privacy Policy. myMD does not endorse the third parties we connect to, and myMD does not evaluate or warrant the accuracy or quality

of third-party services provided to You, and You are responsible for confirming the qualifications of any third-party service provider You use.

If at any time You are concerned about Your care or treatment, or You believe that You or someone else has a serious or life-threatening condition, **call 9-1-1 immediately** in areas where that service is available, or go to the nearest open clinic or emergency room.

## **WHO IS ELIGIBLE TO USE myMD?**

### Section 2

By registering for an account and using the Services, **You represent and warrant:**

1. That You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law or you are the parent or legal guardian of a minor and are authorized to enter into a contract for the benefit of the minor receiving the Services;
2. Your registration data is true, accurate, current, and complete;
3. You will update Your registration data as needed to maintain its accuracy;
4. You are authorized to create an account;
5. You are legally authorized to view health information and all other information that you view via myMD; and
6. You are not located in a country that is subject to a U.S. Government embargo or that is designated by the U.S. Government as a “terrorist supporting” country, and You are not listed on any U.S. Government list of prohibited or restricted parties.

NOTE: THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE SERVICES WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE SERVICES MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE SERVICES.

## **HOW WILL myMD TELL ME IF THEY CHANGE THESE TERMS?**

### Section 3

With the exception of the Arbitration Agreement (see “Dispute Resolution” section) included at the end of these Terms, myMD reserves the right to change or modify these Terms at any time without prior notice to You. If we change or modify these Terms, we will let You know by (1) posting a new version of the Terms to the App; and/or (2) posting a change notice on our Website and/or Application.

If You continue to use the Services after we have let You know that we have made changes, You agree to be bound by the modified Terms. If You do not accept the changes, You should immediately stop using the Services and delete all files associated with the Services on Your computer and/or mobile device.

## **WHO OWNS THE myMDSERVICES?**

### Section 4

myMD owns the Services and the App. Subject to Your compliance with these Terms, myMD grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services by downloading and installing the App. **THE SERVICES ARE FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY.** You may not use the Services for any other purpose than what is allowed under these Terms without myMD’s express written permission.

You may not use myMD’s name, trademarks, service marks, or logos, or those of third parties appearing on the Services in any advertising or publicity or to otherwise indicate myMD’s or such third-party’s sponsorship or affiliation with any product or service without express written permission from myMD or such third-party.

You own Your Personal Data (as defined in the Privacy Policy) and any other content You post on or through the Services. You represent and warrant that you have permission to view the Individual’s information and personal health data. For us to provide You with the Services, You grant to myMD a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, worldwide license to use Your content for the purpose of providing the Services, subject to the restrictions in the Privacy Policy. You also agree to allow myMD to de- identify and anonymize Your content, including without limitation, Your Personal Data, and to use or disclose such de-identified information for any legal purpose.

## **WHAT AM I PROHIBITED FROM DOING WITH THE SERVICES?**

## Section 5

myMD imposes certain restrictions on Your use of the Services. While using the Website, App, or Services, You shall not:

1. provide false, misleading or inaccurate information to myMD or any other user;
2. impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
3. use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites;
4. access content or data not intended for You, or log onto a server or account that You are not authorized to access;
5. violate any applicable law or regulation;
6. attempt to probe, scan, or test the vulnerability of the Services, the Website, the App, or any associated system or network, or breach security or authentication measures without proper authorization;
7. interfere or attempt to interfere with the use of the Website, the App or the Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
8. forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Services;
9. post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
10. avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by myMD, You, or any other third-party (including another user) to protect the Services;
11. attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by myMD in providing the Website or App. Any violation of this section may subject You to civil and/or criminal liability; or

12. encourage or enable any other individual to do any of the above.

myMD is not obligated to monitor Your use of the Services, but We may do so to ensure Your compliance with these Terms, and to respond to law enforcement or other government agencies if and when we are required to. myMD reserves the right to suspend or terminate Your use of the Services without notice to You if You partake in any of the prohibited uses described above.

## **WHO PROTECTS MY LOGIN INFORMATION?**

### Section 6

You will create a username and password to use to access Your account. You are responsible for maintaining the confidentiality of Your password. You may not use the account, username, or password of any other user at any time. You agree to notify myMD immediately of any unauthorized use of Your account, username, and/or password. myMD WILL NOT BELIEVE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. You may be held liable for any losses incurred by myMD, its affiliates, officers, directors, employees, consultants, agents, and/or its representatives due to someone else's use of Your account or password, regardless of whether You were aware of such use.

## **HOW DOES myMD PROTECT MY PRIVACY?**

### Section 7

myMD respects the information You provide to us. Please see our Privacy Policy for an explanation of the information that we collect from You and how we use Your information that is not subject to the Health Insurance Portability and Accountability Act ("HIPAA"), which is the primary federal law governing the privacy of health information. By clicking "I Agree", accessing or using the App or Services, or by downloading, viewing, or uploading any content from or through the Services, You acknowledge and agree to the provisions of the Privacy Policy and affirm that the Privacy Policy is a part of these terms.

We are not responsible for nor liable to You or any third-party for a healthcare provider's treatment of Personal Data, including any collection, use, disclosure, storage, loss, theft or

misuse of the Individual's Personal Data, whether or not such treatment violates applicable law or the Provider's Notice of Privacy Practices.

**EU Citizens and GDPR:** Please see our Privacy Policy for specific information regarding Your rights under GDPR and myMD's commitment to protecting those rights.

# THE APP STORE AND GOOGLE PLAY

## Section 8

If You downloaded the App from the Apple App Store or Google Play (the "App Provider"), by agreeing to these Terms, You acknowledge that You understand and agree to the following:

1. This Agreement is only between You and myMD, and not between You and the App Provider, and only myMD is responsible for the Application;
2. The App Provider has no obligation to furnish any maintenance or support services with respect to the App;
3. In the event of any failure of the App to conform to any applicable warranty, (i) You may notify the App Provider and the App Provider will refund Your purchase price for the App to You (if applicable); (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation with respect to the App; and (iii) any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Our responsibility;
4. The App Provider is not responsible for addressing any claims You have or any claims of any third-party relating to the App or Your possession and use of the App, including without limitation: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
5. In the event of any third-party claim that the App or Your possession and use of the App infringes that third-party's intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim; and
6. The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms as they relate to Your license to use the App. This means that, upon Your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to Your license of the App against You.

**Apple users only:** If You downloaded the App from the App Store, the license granted to You in these Terms is non-transferable and is for use of the App on any Apple products that You own or control.

## **COMPUTER EQUIPMENT AND INTERNET ACCESS**

### Section 9

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for You to access and use the Services. This includes, without limitation, obtaining internet services, using up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

## **HOW DO I OPT-OUT OF RECEIVING EMAILS FROM myMD?**

### Section 10

In providing the Services, You may receive periodic email communications regarding the Services, new product offers and information regarding the Services, which are part of the Services and which You cannot opt out of receiving. You may also receive periodic promotions and other offers or materials myMD believes might be of interest to You. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each newsletter; or (b) changing the email preferences in Your account.

## **LINKS TO OUTSIDE THIRD-PARTY WEBSITES & SERVICES**

### Section 11

The Services may contain links to third-party websites or services that we do not own or control (“Third-Party Websites”). myMD does not have control over, and we assume no responsibility for, the content and performance of Third-Party Websites. ACCORDINGLY, myMD DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION, MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. myMD WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF OR RELIANCE ON THIRD-PARTY WEBSITES.

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

## **THIRD-PARTY SERVICES WITHIN THE APP AND WEBSITE**

### Section 12

Certain features, aspects, products and services offered through the Services are provided, in whole or in part, by third parties (“Third-Party Services” as provided by “Third-Party Service Providers”). Use of Third-Party Services may be subject to additional terms and conditions. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS, YOU MAY NOT USE THE RELATED THIRD-PARTY SERVICES.

In the event of any inconsistency between terms and conditions relating to Third-Party Services and the terms and conditions of these Terms, those additional terms and conditions will control with respect to such Third-Party Services. Third-Party Service Providers may collect and use certain information about You, as specified in the Third-Party Service Providers’ privacy

policies. Prior to providing information to any Third-Party Service Provider, You should review their privacy policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF A THIRD-PARTY SERVICE PROVIDER'S PRIVACY POLICY OR TERMS OF USE, YOU SHOULD NOT USE THE RELATED THIRD-PARTY SERVICES. myMD WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

## **YOUR REPRESENTATIONS AND WARRANTIES**

### Section 13

You represent and warrant that Your use of the Services will be in accordance with these Terms and all applicable laws, regulations, rules, and myMD policies and procedures. Specifically, You represent and warrant that You are legally authorized to view the Individual's Personal Data and health information.

## **WARRANTY DISCLAIMERS & LIMITATION OF LIABILITY**

### Section 14

#### **NO WARRANTIES**

THE APP AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. myMD EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR MATERIALS PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES.

#### **YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGE**

YOU AGREE THAT YOUR USE OF THE APP AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD myMD OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA.

### **YOUR RESPONSIBILITY TO BACKUP YOUR DATA**

THE APP AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC SERVER FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR ACCOUNT. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA TO YOUR PERSONAL COMPUTER OR EXTERNAL STORAGE DEVICE AND TO ENSURE SUCH BACKUPS ARE SECURE.

### **LIMITATION OF LIABILITY**

NEITHER myMD, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, MEDICAL MALPRACTICE, AND WRONGFUL DEATH), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT myMD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IF YOU ARE NOT SATISFIED WITH THE APP OR SERVICES, YOU SHOULD DISCONTINUE USING THEM – **THIS IS YOUR ONLY REMEDY**. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, myMD'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED \$100.00. YOU MUST BRING ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES OR MATERIALS WITHIN ONE (1) YEAR OF THE EVENT FROM WHICH THE CLAIM AROSE.

## **INDEMNIFICATION**

## Section 15

You agree to indemnify, defend and hold harmless myMD, its clients, and its suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) arising out of or in any way connected with Your access to or use of the Website, App, or Services, Your violation of this Agreement, or any negligent or wrongful conduct by You or related to Your account by You or any other person accessing the Website, App or Services through Your account, regardless of whether You were aware of such use.

# **GOVERNING LAW**

## Section 16

These Terms are governed by the laws of the State of North Carolina without regard to its conflict of laws principles. The courts of the State of North Carolina have jurisdiction over any action arising under these Terms or Your use of the Services.

# **HOW AND WHEN CAN MY ACCOUNT BE TERMINATED?**

## Section 17

If You breach any of these Terms, we may suspend or disable Your account or terminate Your access to the Website, App, or Services without prior notice to You. There may be other instances where We may need to terminate Your access to the Website, App, or Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the Website, App, or Services and materials at any time, with or without cause.

If You wish to terminate Your account, please contact myMD at [support@myMD.care](mailto:support@myMD.care), immediately discontinue Your use of the Services, and delete all files associated with the Services from Your computer or mobile device.

# **HOW DO I PROVIDE FEEDBACK AND WHO OWNS IT?**

## Section 18

We welcome and encourage You to provide us with feedback, comments, and suggestions for improvements to the Website, App, or Services (“Feedback”). You may submit Feedback by emailing us at support@myMD.care. If You submit any Feedback to us, we will own all intellectual property rights in such Feedback and may use such Feedback for any lawful purpose.

## **NOTICES**

### Section 19

All notices required or permitted to be given under these Terms must be in writing. myMD shall give any notice by email sent to the most recent email address, if any, that You have provided to Us. You agree that any notice received from myMD electronically satisfies any legal requirement that such notice be in writing. **YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH myMD IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY myMD OF AN EMAIL TO THE ADDRESS WE HAVE ON FILE.**

You shall give any notice to myMD by means of: (1) U.S. mail, postage prepaid, to myMD, 2530 Meridian parkway Suite 300, Durham, NC 27713, or (2) email to: support@myMD.care. Notice to myMD shall be effective upon receipt of notice by myMD.

## **GENERAL CONTRACT LANGUAGE**

### Section 20

If any provision of these Terms is determined to be invalid, illegal or unenforceable, the remaining provisions of these Terms remain in full force, provided that the essential terms and conditions remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by these a Terms are materially preserved.

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Nothing in these Terms creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

## **DISPUTE RESOLUTION**

### Section 21

**\*PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS\***

Most user concerns can be resolved quickly and to Your satisfaction by emailing myMD support at support@myMD.care. In the unlikely event that our support team is unable to resolve a complaint You may have (or if myMD has not been able to resolve a dispute it has with You after attempting to do so informally), including but not limited to any alleged breach of these Terms, You and myMD agree to resolve the dispute through binding arbitration in the State of North Carolina before a single arbitrator, in accordance with the rules and procedures of the American Arbitration Association and the laws of the State of North Carolina. Arbitration, which is often less expensive, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award, and may, but do not have to, award legal fees, arbitrator's fees and costs and other costs incurred by the party that does not win the dispute.

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. Any arbitration will be strictly confidential and neither party will disclose to any person (other than necessary to carry out the arbitration) the existence of the dispute or any aspect of the dispute.

This agreement to arbitrate will not preclude You or myMD from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or myMD from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN NORTH CAROLINA; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

## **HOW DO I CONTACT myMD?**

### Section 22

myMD is headquartered 323 Sunny Isles Blvd, Suite 740, Sunny Isles Beach, Florida 33160, US.

Specific questions and comments should be directed to the appropriate department via email to support@myMD.care. While we make every effort to respond to emails within 1 week of receiving them, we cannot guarantee a response to every electronic communication.

You may also contact us via postal mail at:

**MyMD.care dba myMY.care323**

**Sunny Isles Blvd, Suite 740, Sunny**

**Isles Beach, Florida 33160, US**